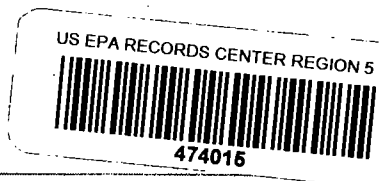


**Consumers Energy**

A CMS Energy Company



**RECEIVED**  
10/5/09

October 5, 2009

ARCADIS, U.S. Inc  
Attn: Steve Garbaciak  
30 West Monroe  
Suite 1710  
Chicago, IL 60603

**LICENSE AGREEMENT – ALLEGAN ES0325**

Attached is one fully executed copy of a license covering land in the:

Township of: Gun Plain  
County: Allegan

Please keep this copy for your records.

Thank you for your cooperation in this matter. If you have any questions, please call your field representative Laura Stensland at (517) 740-7421, during normal business hours.

A handwritten signature in black ink, appearing to be 'T. Holdridge'.

Thomas P. Holdridge  
Consumers Energy  
Corporate Real Estate  
Land Management

LICENSE

Allegan ES0325

Date:

Oct. 5<sup>th</sup>, 2009

Consumers: CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 ("Consumers").

Licensee: ARCADIS U.S., INC., a Delaware corporation, Attention: Steve Garbaciak, 30 West Monroe, Suite 1710, Chicago, IL 60603.

Premises: A 150-foot-wide strip of land in the South 1/2 of the Northwest 1/4 of Section 32, T1N, R12W, Gun Plain Township, Allegan County, Michigan, described as commencing at the Northwest corner of Section 32 and running thence S 00° 21' 30" W 158.25 feet, along the West section line, to the centerline of Highway US-131; thence S 29° 59' E, along said centerline, 2379 feet to the point of beginning of this description; thence continuing along said centerline S 29° 59' E 150 feet; thence N 60° 01' E to the edge of the Kalamazoo River; thence Northwesterly, along said river edge, to a point that is N 60° 01' 00" E of the place of beginning; thence S 60° 01' 00" W to the place of beginning. Part of Tax Parcel No. 08-032-015-00.

Permit Fee: \$100.00 administrative fee.

Consumers hereby permits Licensee and Licensee's contractors (collectively, "Licensee") to use the Premises: A) to construct and use a gravel driveway no more than 30 feet in width for the purpose of driving vehicles over and across the Premises in connection with environmental remediation activities Licensee conducts on adjacent land between July 1, 2009 and December 31, 2010, and B) to remove PCB-contaminated soil from the banks of the Kalamazoo River adjoining the Premises. Following completion of the work, Licensee shall stabilize and revegetate the riverbank area.

This License is subject to the following terms and conditions:

1. No motor vehicles may be stored on the Premises. Decontamination of vehicles shall not take place on the Premises and Licensee shall take all measures reasonably necessary to prevent spray or dust from vehicle decontamination from reaching the Premises.
2. Licensee's use of the Premises shall at all times be subordinate to Consumers' use of its land, and Consumers may from time to time temporarily suspend Licensee's use of the Premises by giving Licensee at least 3 business days' prior notice of any suspension expected to continue more than 8 hours.
3. License shall not commence any work on the Premises until Consumers has approved Licensee's final design plan for the driveway, which shall show the proposed location of the driveway and any fencing and/or gates and proposed grading. Approval of the design plan shall be within Consumers' sole discretion, and Consumers may withhold approval of such plan for any reason. If Consumers approves Licensee's design plan, Licensee shall not alter the driveway or otherwise change its use of the Premises from the approved plan without Consumers' prior written approval.
4. Licensee accepts the licensed premises in their present condition and waives all claims Licensee may have against Consumers related to the condition of the Premises.
5. Licensee shall assume all liability for, defend, and indemnify Consumers from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, related directly or indirectly to Licensee's use of the Premises, except those injuries or damages caused by Consumers' sole negligence or willful misconduct.
6. Licensee shall sample the Premises for PCBs prior to the commencement of its work on the

adjoining land and again when such work is completed. Samples shall be collected using a stainless steel trowel. Licensee shall collect at least 3 samples on each occasion and promptly supply a copy of the sampling reports to Natalie A. Stopyak, Environmental Department, Consumers Energy Company, 1945 West Parnall Road, Jackson, MI 49201.

7. Licensee shall not allow any PCBs or other hazardous or regulated substance to be placed, stored, or disposed of on the Premises. Licensee shall provide to Consumers a written report as to any material spilled on the Premises during Licensee's work. If Licensee's use of the Premises pursuant to this License results in the presence on the Premises of PCBs or other contaminant, hazardous waste, hazardous substance or constituent, or toxic substance, as currently or hereafter defined in applicable laws, Licensee shall, without cost to Consumers, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore the Premises to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee hereunder shall include, but not be limited to: a) the investigation of the environmental condition of the Premises, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off the Premises. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charges, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land, without Consumers' prior written approval and permission, which Consumers may give or withhold in its sole discretion. In addition, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on the Premises of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of Licensee's use of the Premises; B) Licensee's violation or alleged violation of any applicable federal, state, or local law related directly or indirectly to Licensee's use of the Premises; or C) Licensee's failure to comply with the terms and conditions of this License. Licensee shall not be liable to Consumers hereunder for any preexisting contamination unless, and then only to the extent, Licensee exacerbates such preexisting contamination.

8. This License is personal to Licensee, and Licensee may not assign this License.

9. This License is given subject to any existing leases, licenses, easements and other interests in the Premises, whether or not of record, including but not limited to the rights of Michigan Electric Transmission Company ("METC") pursuant to an Amended and Restated Easement Agreement dated April 29, 2002. Licensee shall comply with all notice and other provisions of such instruments.

10. While this License is in effect, Licensee shall maintain in effect a policy of Commercial General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000, which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance below the limits required above, and that the name of the insured will not be changed, without first giving Consumers Energy Company (Attention: General Services Real Estate Department) 10 days written notice, as evidenced by receipt of registered letter or commercial courier. Licensee shall provide evidence of such coverage to Consumers.

11. This License will automatically expire on December 31, 2010. Either Consumers or Licensee may terminate this License prior to its automatic expiration by giving the other written notice of termination. Notice of termination will be effective upon mailing to Licensee at the address indicated above or such

other address as Licensee hereafter specifies to Licensor in writing. Upon termination, Licensee shall remove the driveway and restore the Premises to their original condition.

CONSUMERS ENERGY COMPANY

By: Stensland

Its Land Mgmt. Rep.

NO AS TO FORM  
DATE

Accepted:

ARCADIS U.S., INC.

By: Stephen Garg

Its Vice President